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#### **Contract Database Metadata Elements**

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**AGREEMENT**

**between**

**PINE VALLEY TEACHERS' ASSOCIATION**

**and**

**PINE VALLEY CENTRAL SCHOOL DISTRICT**

**2014-2017**



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## **PREAMBLE**

This Agreement entered into this first day of September, 2014, by and between the Board of Education of the Pine Valley Central School District, hereinafter called the "Board," and the Pine Valley Teachers' Association, hereinafter called the "Association."

## **WITNESSETH:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of Pine Valley is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

**WHEREAS**, the members of the instructional unit accept employment voluntarily within the Pine Valley Central School District and are qualified to assume the responsibilities of such employment, and

**WHEREAS**, each individual member of the instructional unit is committed to the job of providing the best possible teaching, both within and outside the classroom, by procedure of lecture, discussions, directions, cooperation, leadership, example, or combination of one or more of the preceding, and

**WHEREAS**, the satisfactory completion of said commitment to the best of each individual's ability is the goal of every instructional unit employee, and

**WHEREAS**, the members of the teaching profession are qualified to assist in the development of proposals, programs, and procedures designed to improve educational standards for Board consideration and action, and

**WHEREAS**, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement, In consideration of the following mutual covenants, it is hereby agreed as follows:

### **100.0 RECOGNITION**

The Pine Valley Central Board of Education, having determined that the Pine Valley Teachers' Association is supported by a majority of the personnel in the instructional unit, hereby recognizes the Pine Valley Teachers' Association as the exclusive negotiating agent for all employees holding valid certificates issued under Part 80 of the Regulations of the Commissioner of Education, including teaching assistants, occupational therapists and social workers, except those employees employed in positions requiring certification as a school administrator and supervisor and all other employees of the District. Such recognition shall extend for the maximum period provided by law. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this agreement.

### **200.0 DEFINITIONS AS USED IN THIS AGREEMENT**

200.1 "District" means the Pine Valley Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools and

Administrators) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.

- 200.2 "Association" means the Pine Valley Teachers' Association and applies to all persons and bodies properly authorized by the Association to act on its behalf.
- 200.3 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 200.4 "Superintendent" means the person appointed by the Board to serve on a regular, interim or acting basis as the District's Superintendent of Schools.
- 200.5 "Employee" means a person in a position included in the unit described in paragraph 100.0 of this Agreement.
- 200.6 "Party" means the District or the Association.
- 200.7 "Parties" means the District and the Association.
- 200.8 "Amendment" means a change in the provisions of this Agreement which (1) is made during the term of the Agreement by mutual consent of the parties, (2) is in writing (3) is designated therein as an Amendment and (4) is signed and dated by authorized representatives of the parties.
- 200.9 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 200.10 "Execution Date" means the date identified as such under the heading of "SUBSCRIPTION" of this Agreement which shall be the date on which representatives of both parties signed this Agreement or, if the representatives sign on different dates, then the latest date on which a party signs.
- 200.11 "Unit" means the negotiating unit set forth in paragraph 100.0 of this Agreement.
- 200.12 "Fiscal Year" means the period from July 1 to the next succeeding June 30.

### **300.0 INTERPRETATION AND LEGAL EFFECT**

- 300.1 Except when this Agreement expressly says otherwise, the following rules apply in interpreting this Agreement:
  - 300.11 A word in one gender applies to the other gender unless the context clearly indicates that only the gender used is intended (e.g., the use of "she" in reference to pregnancy).
  - 300.12 A word used in the singular applies also in the plural.
  - 300.13 Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
  - 300.14 If this Agreement requires a party or a person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

#### **400.0 COMMITMENT TO THE STUDENT**

- 400.1 All instructional unit employees will deal justly and considerately with each student.
- 400.11 Confidential Information. Confidential information about a student or his home will be used in a professional manner.
  - 400.12 Conferences. Conduct conferences which will assist each student to progress at a level closer to his ability, aptitude, and achievement potentials.
  - 400.13 No Reprisals. Take no reprisals against any student by reason of question or complaint raised by the parents or guardian.
  - 400.14 Primary Factor. Recognize that the primary factor for the existence of the Pine Valley Central School District is the education of students in curricular, co-curricular, and other activities provided by the school.
  - 400.15 Tests, Papers, Etc. Receive, correct, make suggestions and return tests, term papers, and other tangible written materials required of the student by the teacher within a reasonable time after the item(s) is received from the student. Final examinations and Regents examinations excepted.
  - 400.16 Homework. All homework assignments must be corrected by the teacher or reviewed with the student individually, in small groups, and/or as a class.
  - 400.17 Review. Review with the student, individually, in small groups, and/or as a class, those tests which constitute a part of the student's report card mark. Final examinations and Regents Examinations excepted.
  - 400.18 Plan Book. All employees will keep a plan book which includes information pertaining to the daily lessons to be taught. Plan books will be readily available in the employee's classroom. Plan book will be provided to an administrator upon request by an administrator. In cases of absence the employee shall provide easy and ready access to the employee's plan book or alternate emergency plans, class rolls, and other such materials as will guide the substitute in carrying on each program.
  - 400.19 Educational Trips. Arrangements for educational trips are made with the consent and at the discretion of the principal. The District will attempt to distribute field trip opportunities in the elementary school on an equitable basis.
  - 400.20 No Sub Available. Should the District be unable to obtain a substitute for an absent employee, current staff members may be asked to cover a class period during their preparation period. Such coverage is completely voluntary on the part of the current employee.

#### **401.0 HIRING OF TEACHERS**

When practicable, the Board will hire only provisionally/initially or permanently/professionally certified teachers.

#### **402.0 HEALTH REQUIREMENTS**

The cost, if any, of physical and mental examinations required by the District shall be borne, as follows:

- 402.1 Tuberculosis examinations: District will bear full cost. To be eligible for payment, the employee must submit the physician's bill to the health insurance carrier for reimbursement.
- 402.2 Biennial Physical. Biennial physical examinations shall be on a voluntary basis. The District will bear the full cost if done by school physician; up to sixty-five (\$65.00) dollars beyond what is paid by the employee's insurance carrier if done by physician of employee's choice. To be eligible for payment, the employee must submit the physician's bill to the health insurance carrier for reimbursement.
- 402.3 Health Problems. Instructional employees with physical or mental health problems that interfere with their capacity to perform assigned duties or their relationship to the students and/or co-workers may be required to present evidence that they are in good physical and mental health. The Board of Education may require additional examinations by one or more regularly licensed physicians if, in its opinion, such examinations are necessary for additional information.
  - 402.31 Cost of Additional Examinations. The cost of such additional examinations shall be borne by the District.
  - 402.32 Treatment Required. Treatment and correction of conditions, as specified by one or more professional consultants, shall be required before the individual resumes his school duties and responsibilities.

#### **403.0 APPOINTMENT**

- 403.1 Dismissal, Tenured Teacher. No tenured employee will be dismissed without just cause. This paragraph shall not apply to any case processed under Education Law §3020-a or any like statute or amendment which provides for a binding award.
- 403.2 Probationary Period. No probationary employee will be dismissed without just cause during his/her second and/or third year of probation. This clause has no application to action taken by the District at the end of an employee's probationary period.
  - 403.21 In the first year of employment, the District will provide each new teacher with a mentor, and the Association and the District agree all mentoring will be conducted pursuant to the Pine Valley Central School Mentoring Program then in effect.

#### **404.0 ASSIGNMENT**

- 404.1 By Superintendent. Instructional employees are assigned by the Superintendent to the school or subject area where the needs of the school system will best be met.
- 404.2 Grade Level, Subject Field. A reasonable effort shall be made to assign teachers to their preferred grade level or subject field.
- 404.3 Teachers' Schedules. The schedules of teachers during the school day will be determined by the Principal of the school involved.

## 405.0 HOURS OF DUTY

405.1 Teacher Work Day. The employees shall observe the hours prescribed by the Board of Education for the opening and closing of school, provided that no employee work day will begin more than fifteen (15) minutes prior to the beginning of the student day nor end more than thirty (30) minutes after the end of the student day, except as hereinafter provided. The Teacher Work Day shall not exceed 7 hours and 40 minutes, except as hereinafter provided.

405.11 Last Day of Week. On the last day of the week, employees may leave after the buses have departed to transport pupil's home at the close of the school session.

405.12 Academic Assistance/Faculty Meetings. Teachers will be required to remain at school two (2) school days per week for up to fifty-five (55) minutes beyond the end of the student day for purposes of academic assistance to students. Teachers will provide academic assistance to students who are failing the subject taught by such teacher after each five (5) week progress mark and/or after the ten (10), twenty (20), and thirty (30) week marking period(s). An administrator may also assign a student in a specific class to stay with their teacher under extraordinary circumstances. When no student remains beyond the end of the student day for academic assistance from a teacher, that teacher's work day will end as provided in Section 405.1.

Teachers may be required to remain at school one additional day per week for up to fifty-five (55) minutes beyond the end of the student day for general or departmental faculty meetings, provided that a teacher not scheduled for such a meeting shall be governed by the provisions of 405.1 or 405.11, whichever is applicable. Except in cases beyond the District's control, no more than three (3) such meetings will be held in any one month. The appropriate administrator will provide at least two (2) school days advance notice of general or departmental meetings and will provide an advance tentative agenda at least twenty-four (24) hours prior to said meetings except where the circumstances make such advance notice unreasonable.

405.13 Extracurricular Activities. The employee work day shall not apply to extracurricular activities.

405.14 Parent Conferences.

405.141 Elementary Parent Conferences. Elementary teachers will be provided two (2) days from 12:00 p.m. to 4:00 p.m. and 5:00 p.m. to 8:00 p.m. each day for parent conferences for the evaluation of students. Such conference days are to be scheduled at the discretion of the Superintendent, with one (1) day occurring after approximately ten (10) weeks of school and one (1) occurring after approximately thirty (30) weeks of school in each school year.

Elementary classroom teachers will conduct one (1) conference with the parent/guardian of every student in his/her class during the first conference day. All teachers of special education, special areas and

AIS will conduct a parent conference on an as-needed basis during the first conference day.

Prior to the second conference day, all elementary classroom teachers will contact the parent/guardian of every student in his/her class to offer the opportunity to discuss their child's progress on the second conference day; however, elementary teachers will conduct a conference with all parents/guardians of students who are at risk. All teachers of special education, special areas and AIS will conduct a parent conference on an as-needed basis during the second conference day.

If a scheduled conference is postponed by the parent, the teacher will make a reasonable effort to reschedule it.

- 405.142 Junior/Senior High Parent Conferences. Junior/Senior High School teachers will be provided one (1) day from 12:00 p.m. to 4:00 p.m. and 5:00 p.m. to 8:00 p.m. for parent conferences for the evaluation of students. Such conference day will be scheduled at the discretion of the Superintendent, to occur after approximately ten (10) weeks of school in each school year. During this conference day, teachers will conduct conferences with all parents/guardians of students who are at risk. If the scheduled conference is postponed by the parent, the teacher will make a reasonable effort to reschedule it.

In place of a second conference scheduled to be conducted after approximately thirty (30) weeks of school, all Junior/Senior High School teachers will attend a professional development day from 12:00 pm to 8:00 pm. The date and the itinerary for this day will be scheduled at the discretion of the Superintendent. During this day, a one (1) hour dinner break will be included in the schedule.

- 405.143 During the days scheduled for parent/teacher conferences, in-service or early dismissal, students will be in attendance for one-half day.
- 405.144 Referral to Principal. If the teacher is unable to conduct a conference with a parent/guardian, the teacher will refer the matter to the Building Principal or the Director of Student Personnel Services.
- 405.145 If the number of days of actual instruction in any school year is reduced because of unforeseen circumstances, time designated for conferences may be converted to full instructional days.
- 405.146 To compensate teachers for working two (2) extended days, two (2) days of early dismissal for teachers will be scheduled each school year at a mutually agreed upon time between the Association and the Superintendent, with one (1) day occurring after approximately ten (10) weeks of school and one (1) occurring after approximately thirty (30) weeks of school



- 405.15 Early Dismissal—Course Enrollments. Any employee enrolled in a course needed for certification or for advancement on the salary schedule will be dismissed prior to the end of his normal workday in sufficient time to meet his attendance commitments for the course provided:
- (1) The institution is located within fifty (50) miles of the school in which he normally works,
  - (2) The employee has provided written evidence of enrollment in the said course to his building principal, and the building principal approves,
  - (3) The early dismissal will not occur during a scheduled class, and
  - (4) The course is scheduled to begin within one (1) hour of the end of the employee's normal workday.
- 405.2 Time Outside Classroom. When not engaged in actual classroom teaching during "on-duty" hours, teachers are expected to devote such time to preparation for future instruction, evaluation of pupils' work, conferences with parents and students, or other reasonable assignments required by the principal.
- 405.21 Open House. All instructional unit employees are required to attend the Open House Program, if one is held in the District.
- 405.22 Taking Attendance. The taking of attendance shall be the responsibility of the teacher; and will be completed using the software and related procedures provided by the District; but, the keeping of attendance registers is not the teacher's responsibility.
- 405.3 Curriculum Development. Two (2) complete school days or four (4) half (1/2) school days or combination thereof shall be set aside in the school calendar each year at which time students will be dismissed and the instructional employees will work in the development and evaluation of the school curriculum. If the number of days of actual instruction in any school year is reduced because of an extreme emergency such as adverse weather, fuel shortages, or epidemic, one or more of these days may be converted to days of actual instruction.
- 405.4 Chaperones - Student Organizations. Advisors to school student organizations are automatic chaperones for their respective organization activities and must be present at all functions and events of the organizations.
- 405.5 Bus Duty. Bus loading duty will be assigned from a continuing roster of non-classroom instructional teachers, i.e., a roster carrying over from year to year. New employees will be placed at the top of the roster beginning with the second semester of their employment. Employees who are assigned bus duty will be rotated each semester. During the semester in which an employee is assigned bus duty, the employee shall not be assigned to hall duty.
- 405.6 Teacher Time without Grading Assignment. Elementary and Junior/Senior High School teachers shall be given time without assignment for grading of standardized tests such as Regents Examinations, the English Language Arts and New York State Math Tests and

such other standardized tests mandated by New York State. Such time will be in addition to normal planning time.

- 405.7 Academic Intervention Services. The District's Academic Intervention Services (AIS) program will be scheduled during the regular teacher work day and an assignment to provide instruction in the AIS will be considered a teaching assignment and such an assignment will not cause a teacher to exceed the maximum number of teaching assignments, which is currently six (6). Should the need for additional AIS become necessary, outside and in addition to the teacher's work day, the District will compensate such teachers at a rate of \$27.00 per hour.

#### **406.0 VACATION AND LENGTH OF SCHOOL YEAR**

- 406.1 Notice of Salary. Instructional employees are responsible for assigned duties within the time period appearing on the "Notice of Salary."
- 406.2 10 Months Duration. Instructional employees who receive a "Notice of Salary" of ten (10) months duration perform their assigned duties on the basis of the school calendar.
- 406.3 11 Months Duration. Instructional employees who receive a "Notice of Salary" of eleven (11) months duration perform their assigned duties for the eleven (11) months indicated on the "Notice of Salary," on the basis of the fiscal year calendar.
- 406.31 Summer Vacation. The one month not included in the "Notice of Salary" shall constitute the instructional employee's summer vacation.
- 406.4 12 Months Duration. Instructional employees who receive a "Notice of Salary" of twelve (12) months duration perform their assigned duties on the basis of the fiscal year calendar.
- 406.41 Two Calendar Weeks' Vacation. Instructional employees who receive a "Notice of Salary" of twelve (12) months duration shall be allotted two (2) calendar weeks' vacation during the summer within the dates specified on the Salary Notice.
- 406.5 Teacher Work Days. There shall be no more than one hundred eighty-six (186) employee work days each year, including conference days and curriculum days provided in Section 407.5 of this Agreement. If an employee is required to work in excess of this provision, he will be compensated at the rate of one-one hundred eighty-sixth (1/186) of his annual salary for each day in excess thereof; if a teacher is absent without provision for paid leave under this Agreement, he will lose one-one hundred eighty-sixth (1/186) of his annual salary for each day absent. At least twenty-five (25) days prior to the adoption of the school calendar for the next school year, the Superintendent will provide the Association President with a copy of the tentative calendar.

At least fifteen (15) days prior to the adoption of the school calendar for the next school year, the Superintendent will meet with the officers of the Association for the purpose of reviewing and discussing the tentative calendar.

#### 407.0 PROFESSIONAL GROWTH AND DEVELOPMENT

- 407.1 Certified Employees. The continuous improvement in education practices requires that all certified employees devote some time and effort to professional growth and development.
- 407.2 Curriculum Study and Review. Participation in curriculum study and revision is a responsibility of all certified employees. It is based on the assumption that such study is most effective when conducted as a cooperative enterprise involving certified employees and administrators.
- 407.3 Meetings. Members of the instructional staff are required to attend all regular and special meetings with which they are concerned and any which are called by a principal or the Superintendent. Specific permission must be obtained from the principal or Superintendent in the event a teacher is unable to attend.
- 407.4 Visitations Day. Each certified employee is granted one day each year to visit other schools for purposes of observation without loss of pay. Arrangements are to be made with the principal in advance of such visitation. A brief written report of this visitation is to be filed with the Superintendent.
- 407.5 Conference Attendance. Absence may be authorized by the Board of Education for certified employees to attend local, state, or national meetings or conferences. Authorization for such absences shall be recommended by the Superintendent.
  - 407.51 Salary. Certified employees sent to such meetings or conferences on business of the Board of Education shall be considered assigned to duty with full payment of salary.

#### 408.0 TEACHER EVALUATION

*Below is language from the prior collective bargaining agreement. Modifications to this section will be negotiated pending additional guidance and regulations regarding reviews and related procedures.*

- 408.1 By Certified Personnel. All evaluations will be conducted by Administrators and Supervisors who are certified personnel.
- 408.2 Conducted Openly. All observations, monitorings, and evaluations of an employee's work performance will be conducted openly. Technological surveillance devices are prohibited from being utilized in the monitoring or observation of the work performance of an instructional employee.
- 408.3 Reports Reviewed by Teacher. All observation, monitoring or evaluation reports must first be shown to the person observed, monitored, or evaluated before they become a part of that person's personnel file.
- 408.4 Processing Reports. All observation, monitoring, or evaluation reports that are a part of an employee's file will be processed in the following manner
  - 408.41 Shown to Teacher. The employee will be shown report as per 408.3.

- 408.42 Signature of Teacher. The employee will be asked to sign report to indicate that he or she has seen the report.
- 408.43 Answer. The employee will have the opportunity to answer or make other written comments on the report.
- 408.44 Signature of Administrator. The Administrator and/or Supervisor will sign along with the employee to indicate that he or she has read the employee's answer and/or comments.
- 408.45 Permanence. The report will then become a permanent part of the employee's personnel file.
- 408.46 Privacy of Conferences. All conferences between an employee and administrator or supervisor concerning evaluations of an employee's work performance shall take place in private office space.
- 408.47 Evaluation/Observation. The administration shall provide each employee with a classroom evaluation and related evaluations pursuant to the Pine Valley Central School District Annual Professional Performance Review Plan then in effect. No probationary employee shall be evaluated in writing prior to October 15 of the employee's first probationary year.

#### **409.0 ABSENCE**

- 409.1 Leaving Building. Instructional employees should not leave the school building at any time during the school day without the principal's knowledge.
- 409.2 Notice of Absence for Illness. Instructional employees must notify their principal of their temporary absence from school for illness. Such notice should be given the preceding day, if possible, or by 7:00 a.m. of the day of the absence.
- 409.3 Sick, Personal and Immediate Family Leave Defined. The term "sick leave" means the automatic leave of absence granted to regular instructional employees of the District whenever such absence is the result of personal illness, injury or physical disability occurring to said employee. The term "personal leave" means the leave of absence granted to regular instructional employees of the District whenever such absence is the result of the employee attending to business of a personal nature. The term "immediate family leave" means the leave of absence granted to regular instructional employees of the District whenever such absence is the result of illness, physical disability or death in the employee's immediate family. The term "immediate family" means the following: spouse, mother, father, son, daughter, adopted child, brother, sister, grandparents, stepchild residing with the teacher, or in-laws of the same category. All sick, personal and immediate family leave will be permitted without loss of salary as further defined herein.
- 409.31 Entitlement per School Year. Instructional employees shall be entitled to ten (10) days sick leave, three (3) days personal leave and three (3) days immediate family leave per school year.

- 409.32 Accumulation Unused Days. Any employee who does not use the full amount of sick leave allowed in any school year shall be allowed unlimited accumulation and use of such sick leave, if needed. Any employee who does not use the full amount of personal leave allowed in any school year will have the unused personal leave day(s) added to the employee's accumulated sick leave. Unused immediate family leave days are not rolled over nor accumulated.
- 409.33 Emergency Closing Days. Emergency closing days shall not be charged against sick, personal or immediate family leave.
- 409.34 Quarantine. Instructional employees who are absent from duty because of a legally established quarantine, which they took reasonable precaution to avoid, are entitled to the same salary consideration as though they were personally ill. The absence shall be counted as sick leave.
- 409.35 Physician's Statement. Upon request by the District, an employee will provide certification from a licensed medical professional supporting the need for any absence in excess of five (5) consecutive days.
- 409.36 Leave of Absence. No instructional employees shall lose accumulated number of days sick leave by reason of being on an unpaid leave of absence nor shall additional sick, personal nor immediate family leave accumulate while the employee is on any unpaid leave of absence.
- 409.37 Use of Personal Leave. Notification will be given three (3) school days in advance of the use of the leave, except in an emergency. In an emergency an employee will request use of a personal day not later than the end of the school day prior to the day for which leave is requested. The use of a personal day before or after a holiday or the use of more than one (1) personal day in succession must be approved by the Superintendent.
- 409.38 Excess Immediate Family Leave. In the event an employee requires more than three (3) immediate family leave days, s/he must first use any personal leave day(s) for the excess day(s) needed. In the event an employee requires more than three (3) immediate family leave days and has also exhausted all of her/his personal leave days, the employee may request to the Superintendent in writing to use up to fifty percent (50%) of that employee's total available and accumulated sick leave, to a maximum of five (5) sick leave days per request, excluding any available day(s) from the sick leave bank. Such request to the Superintendent must include a statement from a physician indicating the immediate family member's condition.
- 409.39 Excess Sick Leave. An instructional employee who exceeds any accumulated sick leave shall be permitted to opt for one of the following:
- (1) When an instructional employee who has completed at least two (2) academic years of service to the Pine Valley Central School District exceeds accumulated sick leave, that employee shall receive the difference of his/her salary and the salary of a substitute, hired or not, for a period of twenty (20) calendar days in any school year. The difference in salary

between employee and substitute will apply to personal illness only provided however, for purposes of this computation only, the substitute pay deducted shall not exceed one hundred eighty-sixth (1/186th) of the teacher's starting salary, per day, or

(2) Sick Leave Bank. The Sick Leave Bank shall be administered and utilized in accordance with the following procedures:

- (A) Each tenured teacher or teaching assistant in the bargaining unit who has accumulated twenty (20) days of sick leave is eligible to voluntarily become a member of the Bank provided he/she does so within thirty (30) days of the execution of this Agreement, or within thirty (30) days after he/she first accumulates twenty (20) days of sick leave.
- (B) Each member of the Bank will contribute up to a maximum of two (2) sick days per year to maintain membership in the Bank. Sick days contributed will be deducted from each member's accumulated sick leave.
- (C) The maximum number of usable days from the Sick Bank may not exceed two hundred (200) days in any school year. By September of each school year, each member of the Bank will be notified by the Association of the number of days he/she must contribute to maintain membership for that year. These days will be in multiples of one-half (1/2) day. For ease of accounting, fifty (50) days beyond the two hundred (200) day usability level per year may be on deposit. However, these days cannot be utilized once the two hundred (200) usable day level is reached. It will be the responsibility of the Association to explain the working of the Sick Leave Bank to the employees and to determine each year the number of sick days to be contributed to the Bank and to determine from which employees these contributions shall be made.
- (D) If an employee in the unit fails to become a member at the first opportunity outlined above or withdraws from the Sick Leave Bank, that employee shall not be eligible to join or rejoin for a minimum of two (2) years and will be required to donate one (1) day for each year they were not a member of the sick bank. Notice of withdrawal by the employee for any year shall be given to the Association President by September 10th of any school year.
- (E) A list of members of the Bank shall be compiled and posted at the inception of the Bank and annually thereafter by the Association after double checking its records with the District Clerk, with posting to take place no later than October 15th of each school year
- (F) The maximum number of days which a member may draw from the Bank in each school year shall be one hundred (100) days, provided there is a Bank balance of usable days to allow this.

(G) A member of the Bank will be granted the use of sick days on the condition that the member exhausted all of his/her current and accumulated sick days and that the sick days are to be used for personal illness and that such illness must have continued for at least five (5) school days after the employee's own sick days have been exhausted. Claims for use of the Sick Leave Bank are to be presented to the District by the Association and, if more than one claim is made and there is not an available number of usable sick days on deposit to cover these claims, it is the responsibility of the Association to determine which claim or claims should be honored up to the limit of the usable number of sick days. A claim must be accompanied by a physician's statement at the time the claim is submitted to the Association.

(H) Determinations made by the Association with respect to which claim or claims are to be honored shall not be grievable.

409.4 Sick Days Incentive. Bargaining unit members hired after June 30, 1993 who have at least twenty (20) years of consecutive service in the Pine Valley Central School District and who have accumulated at least 140 unused sick days as of the effective date of the member's retirement will be paid for tendering accumulated sick days to the District as follows:

Members will be eligible for a maximum payment of one hundred fifty (150) sick days multiplied by one three hundred seventy second (1/372) times the member's then current annual salary based upon the salary schedule. The maximum benefit shall not exceed \$30,000. Days that are not paid will be forfeited. Any incentive payment paid pursuant to 409.4 above will be made as a Non-elective Employer Contribution to an Internal Revenue Section Code section 403(b) plan account selected by the Member to receive contributions, provided such account will accept Employer Non-elective Contributions. If the Member does not designate a 403(b) account to receive contributions or if the account designated will not accept District's Non-elective Contributions for any reason, the District shall have no obligation to make any such payment or deposit until such time as the Member designates a 403(b) account which will accept the payment. This amount will not be added to the calculation of the member's final salary.

Eligibility. Unit members appointed subsequent to June 20, 2015 will not be eligible for the above Sick Days Incentive.

(A) After fifteen (15) years of continuous service and 100 accrued days – an employee can receive an end-of-year payment for five (5) sick leave days, if less than five (5) sick days were used by the member during the past year, at the rate of \$100 per day.

(B) Newly hired Employees that begin employment after September, 2015 – after five (5) successful years with the District and having accrued at least sixty (60) sick leave days, a teacher will be eligible to receive an end-of-year payment for

five (5) unused sick days, if less than five (5) were used by the member during the past year, at the rate of \$100 per day.

409.5 Death in Family. Allowances for bereavement in the immediate family will be permitted without loss of salary, subject to the following conditions:

409.51 Five (5) Days Allowed. Five (5) days will be allowed for the death of an employee's spouse, parent, child, adopted child or stepchild residing with the employee.

409.52 Three (3) days will be allowed for the death of an employee's brother, sister, or grandparents. Three (3) days will be granted for in-laws of the same category.

409.53 This provision should not be interpreted as an automatic granting of bereavement leave solely because of the death of a member of the immediate family. It should be used only when it is necessary to be absent from school because of the funeral, funeral arrangements, or travel to and from the funeral.

409.6 Conferences Designated by Association. Employees who are designated by the Association to attend conferences of the Chautauqua County Teachers' Association, New York State United Teachers, the American Federation of Teachers and other conferences related to the Pine Valley Teachers' Association shall be granted such leave without loss of salary in order to discharge their obligation as delegates to such conferences. Such leaves shall not be charged against sick leave or personal leave days. The number of such delegates shall not at any one time exceed five (5%) percent (of the next highest rounded number) of the total certified staff nor shall the total accumulated numbers of days exceed ten (10) in any one school year.

409.61 Expenses. Any expense incurred by instructional personnel for attendance at such conferences will be paid by the Pine Valley Teachers' Association.

#### **410.0 LEAVES OF ABSENCE**

410.1 Authorization. Leaves of absence may be authorized only by the Board of Education, upon recommendation of the Superintendent, and only as provided by these rules and regulations and within the provision of the New York Law governing such leaves.

410.11 Application. Application for leave of absence or an extension or renewal thereof must be made in writing to the Superintendent, stating the purpose of the leave, period of the leave, and should be accompanied by specific supporting statements concerning the need or desirability of the leave of absence.

410.12 Purpose. A leave of absence shall be used essentially and primarily for the purposes stated by the instructional employee in the application which was approved by the Superintendent and for which the leave was granted by the Board of Education.

410.13 Duration. The Superintendent may grant leave for a period not to exceed five (5) school days.

410.131 Other Leaves. All other leaves of absence must be granted by a special action of the Board of Education.



- 410.132 Absence without Leave. Failure on the part of any instructional employee to secure a grant for a leave of absence, before absenting himself from his assigned duties, may be considered as a resignation of that employee from the teaching staff of the school district.
- 410.14 Effect on Program. Leaves of absence will not be granted if, in the opinion of the Superintendent, it will have adverse effect on the program of the school.
- 410.15 Salary. Scheduled increments, adjustments in salary, and retirement credit are not allowed during leaves of absence except as provided in the sabbatical leave provisions.
- 410.16 Statement of Intent. If the employee on leave of absence desires to be reassigned to duty with the District, following the termination of such leave of absence, a statement of intent must be made in writing to the Superintendent at least sixty (60) days before the expiration of the leave. The statement of intent will be submitted to the Board of Education by the Superintendent.
- 410.17 Return to Service. Upon return to service, the employee shall resume the contract status which he held prior to the leave of absence. The returning employee shall have all rights granted under the conditions of the Transfer Procedures.
- 410.2 Maternity Leave. Maternity leave shall be granted in accordance with the following procedure:
- 410.21 Notice by Teacher. Except in cases of emergency, no later than the thirtieth (30<sup>th</sup>) consecutive day prior to the date a pregnant employee desires to begin a maternity leave, she shall give written notice to the Superintendent stating the time she desires to begin her maternity leave. This notice shall be accompanied by a statement from her attending physician which states the anticipated date of delivery and that her condition will not interfere with the performance of her normal duties. The employee shall present an updated physician's statement if a substantial change should occur in the physician's initial prognosis.
- 410.22 Physician's Statement. The maternity leave, as verified by her physician, will begin at the time selected by the employee. It will end when the employee's condition, as verified by a statement from her physician, is such that the employee's condition will not interfere with the performance of her normal duties.
- 410.23 Return to Work. If the employee returns to work as soon as her condition permits her to perform her full duties, she shall be entitled to return to her former position unless it has been abolished; in which case, she shall be entitled to a vacant position in her tenure area for which she is fully qualified.
- 410.3 Military Duty. Any instructional employee may be granted a leave of absence to be inducted or otherwise enter military duty in accordance with the provisions of the law.
- 410.4 Unpaid Leave of Absence—Illness. Any instructional employee who is unable to perform satisfactorily the duties of his position because of personal illness or other

disability, may be granted a leave of absence, without pay, for the remainder of the school year or for a full school year.

410.41 Reinstatement Request. A request for reinstatement must be made at least sixty (60) days prior to the expiration of a leave of absence for personal illness. The employee must submit a written statement from the attending physician, subject to approval by the school physician, certifying that the employee has been examined and that he is or will be able to resume his duties when the leave of absence expires.

410.5 Medical Examination. Consistent with New York State Education Law Section 913, the Board of Education may require any instructional employee to submit to a medical examination to determine the teacher's physical or mental capacity to perform his or her duties. The Board may direct the examination be conducted by its own physician or by a physician chosen by the teacher. Any person required to submit to such medical examination shall be entitled to be accompanied by a physician or other person of his or her choice. The determination based upon such examination as to the physical or mental capacity of such person to perform his or her duties shall be reported to the Board and may be referred to and considered for the evaluation of service of the person examined or for disability retirement.

410.6 Sabbatical Leave. In the interest of improving professional performance and encouraging independent research, achievement and professional growth, the Board of Education shall adhere to the following policies in respect to granting sabbatical leaves to instructional employees who have served the Pine Valley Central School District for seven (7) or more years. No more than two (2) employees on staff will be granted a sabbatical leave in any one year. Beginning July 1, 1987, sabbatical leaves shall be granted for any combination of the rates of one-half (1/2) pay for the full year or for three-quarters (3/4) pay for one-half (1/2) year.

410.61 Application. Any employee who desires to apply for sabbatical leave shall make application on a form prescribed by the Board and shall submit such application to the Superintendent by February 1 immediately prior to the beginning of the school year during which the leave is sought.

410.62 Superintendent's Action. The Superintendent shall submit the application to the Professional Education Evaluation Committee of the Association which shall act upon it and, in turn, submit a written recommendation to the Board of Education.

410.621 Copy of Committee Recommendations. A copy of the Professional Education Evaluation Committee of the Association's recommendation shall also be given to the teacher having originally submitted the application.

410.63 Criteria Used by Committee. The Professional Education Evaluation Committee shall recommend the application on the basis of the following criteria: the pursuit of an educational program at a recognized institution of learning with an academic load of not less than nine (9) hours per semester, the engagement in travel that shall enhance the teacher's educational perspective

and be beneficial to his instructional output; the engagement in a type of research that may result in a professional publication.

410.64 Board of Education Action. The Board of Education may grant or deny a sabbatical leave on the basis of the following criteria:

- (1) educational value of such study, travel, or research to the Pine Valley Central School District;
- (2) the recommendation of the Superintendent;
- (3) the recommendation of the Professional Education Evaluation Committee;
- (4) type of research, study, travel or other activity planned;
- (5) years of service in the District;
- (6) seniority of applicants;
- (7) urgency of the proposed activity

410.641 Adverse Effect. Sabbatical leave will not be granted if it will have an adverse effect on the educational program of students.

410.642 Discontinuance Beyond One Year. The Board of Education may disallow the continuance of sabbatical leave beyond one year.

410.65 Preference. Applications which are denied by reason of the maximum limit in 410.6 shall be given preference if submitted the following year.

410.66 Grants. An employee on sabbatical leave may collect grants, scholarships, fellowships or assistantships in addition to his regular salary.

410.67 Effect on Retirement. An employee on sabbatical leave will not lose retirement benefits or any other emoluments of value which accrue to employees who are not on sabbatical leave, except that an employee who is on a full year sabbatical leave will not receive or accumulate sick leave benefits for that year; but, all previously accumulated sick leave shall be restored upon the termination of the sabbatical leave.

410.68 Voluntary Termination. An employee who takes a sabbatical leave shall not voluntarily terminate his employment in the Pine Valley Central School District for a two (2) year period following the expiration of such leave.

410.681 Promissory Note. The employee will sign a promissory note for the amount of salary to be received while on sabbatical. Should the employee return to the Pine Valley Central School District, the employee will not have to repay one twenty-fourth (1/24th) of the salary received for each month of service to the Pine Valley Central School District. If the employee does not return, or resigns before completing the two (2) year service, any outstanding money will be

repaid to the District at the monthly rate of one twenty-fourth (1/24th) of the salary received per month.

- 410.7 Jury Duty. If an instructional unit employee is absent from duty because of an assignment for jury duty, no deductions shall be made from his salary, provided he turns over to the District any fee or compensation paid to him, exclusive of reimbursed expenses. The Superintendent may require him to submit a statement from the Clerk of the Court setting forth the amount of fee or compensation paid.
- 410.8 Unpaid Leave. The District will grant a maximum of two (2) unpaid leaves of absence per school year for purposes of study, travel or pressing personal reason to any employee with six (6) or more years of service to the District. Such leave shall be for one year in duration and must be requested by the applicant no later than April 1. In cases where a personal leave is requested, as a condition of obtaining the leave, the applicant will include a signed statement that the leave is not being sought for the purpose of seeking or obtaining employment elsewhere, other than casual or incidental employment. If more than two (2) employees are regarded by the District as eligible for a leave of absence under this Paragraph in a particular year, the leave or leaves will be granted to the two (2) employees who have the greatest number of years of service in the District.
- 410.9 Unpaid Child-Rearing Leave. An employee may take an unpaid "child-rearing leave" upon notice to the Superintendent at least ninety (90) days prior to the date the leave is to commence. Such leave of absence must terminate at the end of one of the next four (4) semesters following the beginning of the child-rearing leave, as the employee shall determine at the time of the notice. If the child rearing leave begins mid-semester, that semester will count towards the four (4) semesters allowed if the leave constitutes more than five (5) weeks of the semester. If the child-rearing leave constitutes five (5) weeks or less of the semester, it will not count towards the four (4) semesters allowed. In cases where both parents of the child are employed by the District under the terms of this Agreement, only one parent will be eligible for leave under this paragraph, as the parents shall determine. An employee shall be entitled to terminate an approved child rearing leave by providing the District 30 calendar days' notice, with the return to work permitted only at the beginning of a semester.
- 410.10 Unpaid Adopted Child-Rearing Leave. An employee may take an unpaid "adopted child-rearing leave" upon notice to the Superintendent at least thirty (30) days prior to the date the leave is to commence. Such leave of absence must terminate at the end of one of the next four (4) semesters following the beginning of the adopted child-rearing leave, as the employee shall determine at the time of the notice. In cases where both parents of the child are employed by the District under the terms of this Agreement, only one parent will be eligible for leave under this paragraph, as the parents shall determine.
- 410.11 Limitations. The provisions of 410.9 and 410.10 apply only to children who are six (6) years of age or under at the time the leave is to commence. Time spent by an employee on child rearing leave or adoption leave will not be counted as service for salary credit, sick leave or other benefits based on length of service.

## 411.0 GROUP BENEFITS

- 411.1 Hospitalization, Dental, Etc. A group hospitalization, medical-surgical-dental insurance plan is available for instructional District employees. The District and the Association shall create a joint committee to discuss the selection of a provider for the medical benefits provided in the Agreement. The committee shall make its recommendation to the Board of Education not later than January 15 during any given school year. Action of the Board of Education with regard to this recommendation shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Employees hired prior to September 1, 2005 may participate in any of the District's current plan options as listed: Blue Cross Traditional Indemnity, Blue Cross Point of Service (POS), or Blue Cross Preferred Provider (PPO), and dental rider (with orthodontics coverage for children with a \$3000 limit).

Employees hired after September 1, 2005, will be placed in the Point of Service (POS) plan, and dental rider (with orthodontics coverage for children with a \$3000 limit), if they choose to carry the District Health Insurance. Any new hire or existing employee who is currently in a POS may choose a Traditional Indemnity Plan provided he/she pays the full cost of the difference between the two plans.

For ALL employees hired prior to July 1, 2015:

In the case of single coverage for the 2015-16, 88% of the cost of said insurance will be paid by the District. In the case of family coverage for year 2015-2016, 82.5% of the cost of said insurance is paid by the District. In the case of two-person coverage for the year 2015-16, 86.5% of the cost of said insurance is paid by the District. The salary deductions for that part of the insurance cost under this program not paid by the District shall be made in substantially equal amounts from each paycheck.

For ALL employees hired ON or AFTER July 1, 2015:

In the case of single coverage for the year 2015-16, 85% of the cost of said insurance will be paid by the District. In the case of family coverage for year 2015-16, 82.5% of the cost of said insurance is paid by the District. In the case of two-person coverage for the year 2015-16, 85% of the cost of said insurance is paid by the District. The salary deductions for that part of the insurance provided by this program not paid by the District shall be made in substantially equal amounts from each paycheck.

For ALL employees effective July 1, 2016:

In the case of single coverage, 85% of the cost of said insurance will be paid by the District. In the case of family coverage, 82.5% of the cost of said insurance is paid by the District. In the case of two-person coverage, 85% of the cost of said insurance is paid by the District. The salary deductions for that part of the insurance cost under this program not paid by the District shall be made in substantially equal amounts from each paycheck.

- 411.11 Prescription Drug Plan. A prescription drug plan with a \$5/\$10 co-pay under the indemnity portion of the plan, and a \$7/\$15 co-pay under the managed care portion of the plan, is in effect with District and employee percentage contribution levels at the same rate as the medical/surgical plan as set forth in 411.1

Effective 1-1-2006 the Prescription rollback option was eliminated from the Traditional Indemnity Plan.

- 411.12 Vision Care Plan. In the case of single coverage, 100% of the cost of the vision care plan is paid by the District. In the case of family coverage, ten (10%) percent of the cost of the vision care plan is paid by the employee and ninety (90%) percent is paid by the District.

Commencing January 1, 2016, if an excise tax under the Affordable Care Act (the "Cadillac Tax") is anticipated to apply in any part to the health insurance plan covering any bargaining unit member, either party may request negotiations of section 411.0 by written notification given to the other party, and the parties will within thirty (30) calendar days thereafter commence good faith negotiations.

- 411.13 Employee Assistance Program. The Pine Valley Central School District shall provide, at no cost, an Employee Assistance Program.

- 411.14 Major Medical Deductible. The major medical deductible shall be one hundred (\$100) dollars for individual and two hundred (\$200) dollars for family.

- 411.15 Pre-Care Plan. Hospital pre-certification will be added to the health insurance plan as follows:

- (A) For emergency care, you must pre-certify or contact Blue Cross forty-eight (48) hours after an emergency admission.
- (B) For a pre-determined confinement, you must notify Blue Cross ten (10) days prior to being admitted to a hospital.
- (C) For those people who do not pre-certify, the penalty is fifty (50%) percent of the hospital charge, not to exceed five hundred (\$500) dollars.

There will be a pre-certification telephone number available twenty-four (24) hours a day that would be good nationally. (In the case of being out of the area or out of state, this number would still be called and required.)

- 411.16 Double Coverage

Any employee who voluntarily wishes to forego coverage by the District may do so annually. The individual electing to opt out of his or her medical coverage will be reimbursed fifteen percent (15%) of the premium or \$500, whichever is greater, per year if single coverage and ten percent (10%) of the premium or \$750, whichever is greater, per year if family coverage. If two faculty members are married to each other and have children, the District shall be required to provide family coverage under the foregoing plans to only one of them (i.e., the one designated in a statement signed by both of them). However, if two faculty members are married to each other and do not have children, neither shall be entitled to a family plan, but each shall be entitled to a single plan.

- 411.17 Flexible Benefit Plan

The District will adopt a Flexible Spending Plan in accordance with the following conditions:

- (1) Plan years shall be from October 1 through September 30.
  - (2) The Association shall assume the start-up costs and the District will assume the annual per employee participation costs.
  - (3) The plan shall become effective as soon as legally and administratively possible after the Board of Education has approved the plan document.
  - (4) The plan shall be administrated by P & A Administrative Services, Inc. The employees may utilize the plan in accordance with IRS rules for:
    - (A) Accident and health plans including medical or health insurance, reimbursement for medical, dental or optical expenses.
    - (B) Group Term Life Insurance.
    - (C) Dependent care assistance.
- 411.2 Workers Compensation. New York school employees, including instructional employees, are covered by New York Workers' Compensation Laws. Instructional employees are insured at school or away from school when engaged in bona fide work for the Board of Education.
- 411.21 Claims. Any employee injured while covered by Workers' Compensation must file a claim with the Business Office immediately. "Immediately" is defined as meaning the same day as the injury. In case of serious injury, the claim must be filed as soon as it is practical to do so.
- 411.22 Compensation. Instructional employees may be compensated under Workers' Compensation for medical bills and a portion of their salary which is lost as a result of such injury.
- 411.23 Sick Days During. The employee who files a claim under Workers' Compensation Insurance, and is absent from work in connection with the claim, will be paid an amount equal to the difference between the amount paid by Workers' Compensation and the daily salary of the employee, by the Board of Education, for all sick days credited to the employee used in connection with this loss of work. When the employee has used all accumulated sick leave according to Board policy, the employee will receive only the amount paid by Workers' Compensation Insurance.
- 411.3 Credit Union. The District will provide payroll deduction service for employees who are participants in the Southern Chautauqua Federal Credit Union.
- 411.4 Admission to Athletic Events. District Employees and their spouse shall be admitted to all home school athletic events free of charge.
- 411.5 Pay Periods. Employees shall be paid every other Friday. An employee may elect to be paid in twenty-six (26) paychecks on notice to the central office. When an employee elects the twenty-six (26) period option, he will receive his final checks on the last day of the school year.

411.6 Dues Deduction. The Board of Education of Pine Valley Central School District agrees to deduction from the salaries of its employee's unified dues for the Pine Valley Teachers' Association, as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Pine Valley Teachers' Association in one check per pay period. Employee authorization shall be on forms provided by the Pine Valley Teachers' Association.

411.61 Amount. Each of the associations named above shall certify to the Pine Valley Teachers' Association, and the Pine Valley Teachers' Association shall certify to the Board of Education, in writing, the current rate of the Pine Valley Teachers' Association membership dues. Any association which shall change the rate of its membership dues shall give the Board thirty (30) days' notice prior to the effective date of such change.

411.62 Procedure. Deductions referred to above shall be made in the following manner: The total annual membership dues for those designated professional associations mentioned above shall be deducted in equal installments beginning with the first paycheck in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall: (1) provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named above; and (2) forward at the same time to the respective associations a list of the members and their addresses who have elected payroll deduction for such associations. Deductions for any employee for whom an authorization card is filed after the above date will begin with the next pay day provided the card is filed with the Business Office at least two (2) weeks prior to said pay day.

411.63 Transmission to P.V.T.A. The Board of Education shall, following each pay period from which a dues deduction is made, transmit the amount as deducted to the Pine Valley Teachers' Association for distribution to the organization for which deductions have been made. The first and final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted from each member.

411.64 Withdrawal of Authorization. An employee may withdraw his authorization at any time by written notice submitted by the Pine Valley Teachers' Association to the Board of Education at least two (2) weeks prior to the effective pay date.

#### 411.7 Agency Fee and Other Deductions

411.71 Amount. The agency fee, in an annual amount as determined by the Association, shall be paid to the Association by each employee in the instructional unit covered by this Agreement.

411.72 Deduction to District. Unless the employee pays the annual fee in full to the Association by September 10 in the school year, the District will deduct the agency fee from the employee's salary in equal installments beginning with the first paycheck in October. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Business Office with:



- (1) A list of those employees from whom agency fee deductions shall be made; and
  - (2) The name and address to which the monies are to be sent. Agency fee deductions for any person hired after September 10 for a position in the instructional unit will begin the next pay day, if the Association furnishes the Business Office with written notice of the person's name at least two (2) weeks prior to said pay day.
- 411.8 VOTE/COPE Deductions. The District shall deduct from the employee's regular paychecks such VOTE/COPE contributions as may be authorized in writing by the employee. The authorization cards used for VOTE/COPE deductions shall be supplied by the Association.
- 411.9 NYSUT Benefit Trust. The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the Bargaining Unit. Such signed authorization may be discontinued at the end of its term upon written notice by the Employee to the Employer. The Employer shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.
- 411.10 Hold Harmless Clause. The Association will indemnify and hold the District harmless against any and all suits, claims and liabilities that shall arise out of, or by reason of, any action taken or not taken, in complying with Sections 411.7, 411.8 and/or 411.9.
- 411.11 Part-time Employees. (1) All salary and benefits enjoyed by unit members employed on a full time basis shall be provided on a pro-rata basis for those bargaining unit members employed less than full time. The contribution rate for health insurance for the part-time employee will be pro-rated; for example, a one-half time employee will pay double the contribution rate of the full-time employee; (2) if a unit member is working on a part-time basis, the member must be assigned consecutive periods including prep periods and lunch, if applicable; and (3) if a part-time teacher is required to attend any activity or meeting after the conclusion of their workday, they will be compensated at the hourly rate computed by dividing their annual salary by one hundred eighty-six (186) days and the number of hours worked per day.

## **412.0 SALARY**

The parties hereto recognize that the existence of a formal salary structure can encourage experienced employees to remain with the District, provide an incentive for advanced graduate study, and furnish teachers with a basis for future salary growth. The parties agree that these benefits may be lost if changes in the salary structure are implemented which should delete the concept of incremental advancement through the structure. Nevertheless, recognizing that salaries are a subject for collective negotiations, the parties agree that movement on the structure from one step to the next is not automatic after the expiration of this Agreement; but, will only occur following the finalization of a successor agreement.

### **412.1 Compensation.**

- 412.11 Teachers: Effective July 1, 2014, teachers with a BA/BS degree, on Steps 1 through 21, shall be compensated in accordance with the salary schedule set forth in Appendix B. Effective July 1, 2015, teachers with a BA/BS degree, on

Steps 1 through 21, shall be compensated in accordance with the salary schedule set forth in Appendix C. Effective July 1, 2016, teachers with a BA/BS degree, on Steps 1 through 21, shall be compensated in accordance with the salary schedule set forth in Appendix D.

- 412.12 Teaching Assistants: Teaching Assistants shall be compensated at sixty percent (60%) of the Step on the salary schedule in the relevant Appendices commensurate with their continuous years of service to the District to a maximum of sixty percent (60%) of Step twelve (12).
- 412.13 Occupational Therapists and Social Workers: During 2015-16 the Occupational Therapist's and Social Worker's 2014-15 salary will be increased by the average percent increase received by the remaining members of the Unit for 2015-16, and during 2016-17, the Occupational Therapist's and Social Worker's 2015-16 salary will be increased by the average percent increase received by the remaining members of the Unit for 2016-17. If travel by the Occupational Therapist or Social Worker is required, the school car will be provided, but if unavailable, mileage will be reimbursed at the "standard mileage" rate defined by the I.R.S.
- 412.2 Certification. The obligation of producing evidence of valid New York certification (both provisional/initial and permanent/professional) is the teacher's, and documentation must be presented to the Superintendent's Office by September 30 of the Salary Year.
  - 412.21 Copy of. If the certificate is in the possession of the instructional employee, said certificate will be copied and be acceptable evidence.
  - 412.22 Other Evidence of. If the certificate is not in possession of the instructional employee because it has not been received from Albany, the fee receipt, with canceled check or money order stub, will be copied and be acceptable.
- 412.3 Terminal Credit Days Allowance Increment (TCDAI)

Instructional employees who have twenty (20) years of continuous service in the Pine Valley School District will be eligible for a TCDAI. The TCDAI will be the employee's accumulated sick days, with a maximum allowance of two hundred sixty (260) credit days. The credited days will be multiplied one three hundred seventy-second ( $1/372$ ) times the annual salary. The maximum TCDAI shall not exceed forty-five thousand (\$45,000) dollars for any employee.

  - 412.31 Payment—Age 50. Terminal credit day allowance increment shall be paid over a five (5) year period commencing the September 1 immediately following the instructional employee's fiftieth (50th) birthday. Payments will be made for an equal number of days annually, with an adjustment made to the fifth (5th) year's payment to pay for days accrued during the first four (4) years, up to the maximum allowable number of days.
  - 412.32 Payment—Age 62. Instructional employees who are not eligible for retirement until age sixty-two (62) may elect to receive the TCDAI to be paid over the last five (5) years of service to the District.
  - 412.33 Payment—Prior to Age 50. Instructional employees, who may wish to terminate their service prior to age fifty (50), will receive the maximum allowable TCDAI in a lump sum to be prorated equally over the final year's

salary. The employee must submit a letter of resignation on or before April 1 preceding the school year in which the TCDAl shall be applied.

- 412.34 Deducted from Sick Leave. Terminal credit days allowed for the TCDAl will be deducted from accumulated sick leave. The employee will continue to accrue sick leave during the period in which the TCDAl is paid.
- 412.35 Continued Accumulation of Sick Days. Additionally, sick days accumulated during the first four (4) years as determined on June 30 of the fourth year of the five (5) year payout period shall be utilized in accordance with the 412.4 formula and prorated equally over the fifth (5th) year's salary. Notwithstanding any of the foregoing, the number of credit days utilized over the five (5) year period cannot exceed two hundred sixty (260), nor can the amount of money expended exceed forty-five thousand (\$45,000) dollars for any employee.
- 412.36 Waiting Period. If the instructional employee is absent for illness in excess of remaining sick leave accumulated, there will be a waiting period of school days equal to the allowance of terminal credit days before Section 409.39 applies.
- 412.37 Eligibility. Instructional employees appointed subsequent to June 30, 1993, shall not be eligible for the TCDAl.
- 412.38 Exceptions. Any situations which may occur, which either party believes to be an exception to, or not addressed by, 412.4-412.48 shall be subject to negotiations between the District and Association as the situations arise.
- 412.4 Extracurricular Assignment. Some of the instructional employee assignments call for time and responsibility over and above the normal teaching assignment.

Extra-curricular responsibilities listed in 412.4 of this Agreement shall be assigned on a voluntary basis only, and shall be one (1) year appointments posted in May of each year. Effective July 1, 2015, anyone applying for appointment to a coaching or extracurricular leadership position will be selected based on his or her qualifications and experience, with the understanding that any negotiating unit member who has successfully completed or is enrolled in a course covering the sport involved specified by the District and at District expense (including travel), or waived in the sole discretion of the Superintendent, will be granted a preference. If a member of the Association volunteers to accept such a position, he or she shall have the benefit of being appointed to said position pursuant to the terms of this Agreement. However, if no bargaining unit member applies for the position, the administration may appoint an individual from outside the bargaining unit. Such an appointment shall be valid for not more than one (1) school year, after which time the position will be reposted for the upcoming school year. If a person outside the unit is thus appointed, the position will be re-posted as a vacancy after such person resigns, or at the end of the school year of his or her appointment whichever occurs earlier. The Association will encourage its members to accept these positions so that the District will be assured of adequate personnel to supervise these activities.

- 412.41 Remuneration. The following assignments and extra remuneration will be effective as of July 1, 2011, except where another date is stated:

## **EXTRACURRICULAR/COACHING SALARIES**

Athletic Director	\$3,900
Athletic Director (2)	\$4,000
Athletic Director (3)	\$4,100

### **All Varsity Positions**

Year 1	\$3,900
Year 2	\$4,000
Year 3	\$4,100

### **Football and Wrestling Assistants and Junior Varsity Positions except Cheerleading**

Year 1	\$2,950
Year 2	\$3,050
Year 3	\$3,150

### **Girls and Boys Basketball, Baseball, and Softball Assistants**

Year 1	\$1,100
Year 2	\$1,200
Year 3	\$1,300

### **All Modified Positions\* and Golf**

Year 1	\$2,600
Year 2	\$2,700
Year 3	\$2,800

**\*Any unit member currently serving as a coach of a modified sport will be compensated at the currently applicable rates for so long as he/she continues to so serve.**

**Any unit member initially appointed, or appointed following a one-season break in service, will be compensated at the following rates:**

Year 1	\$1,600
Year 2	\$1,700
Year 3	\$1,800

**For girls and boys modified basketball, if there are more than 18 team members at the beginning of the season, one (1) assistant coach will be appointed and paid \$1,000.**

### **Cheerleading Varsity**

Year 1	\$2,100
Year 2	\$2,200
Year 3	\$2,300

**Cheerleading Junior Varsity**

Year 1	\$1,850
Year 2	\$1,950
Year 3	\$2,050

**Trap (2 positions; each paid accordingly)**

Year 1	\$2,000
Year 2	\$2,100
Year 3	\$2,200

**Drama Director (2 productions)**

Year 1	\$3,200
Year 2	\$3,300
Year 3	\$3,400

**Producer (2 productions)**

Year 1	\$2,000
Year 2	\$2,100
Year 3	\$2,200

**Musical Conductor (2 productions)**

Year 1	\$650
Year 2	\$700
Year 3	\$750

**Marching Band – Memorial Day Parade**

Year 1	\$350
Year 2	\$400
Year 3	\$450

**Yearbook (1 position)**

Year 1	\$1,725
Year 2	\$1,825
Year 3	\$1,925

**Student Council Advisor**

Year 1	\$1,000
Year 2	\$1,100
Year 3	\$1,200

**High School National Honor Society / High School Science Club / FFA**

Year 1	\$1,000
Year 2	\$1,100
Year 3	\$1,200

**Middle School National Honor Society / Middle School Science Club/  
CASS / SADD / Quiz Bowl / Leo Club / FCCLA**

Year 1	\$500
Year 2	\$600
Year 3	\$700

**Director of Audio Visual / Technology Integration**

Year 1	\$3,800
Year 2	\$3,900
Year 3	\$4,000

\* These two positions must be considered for removal from the unit before the expiration of this PVTA Agreement.

**CURRENT SCHEDULE**

- All those on the following "Current Schedule" will continue on the Current Schedule as applicable to the positions they currently occupy (to include moving from junior varsity to varsity in the same sport) until such time as they resign or change positions.
- Should a person on the Current Schedule be granted a leave of absence, that person shall return at the same salary as s/he was earning at the time the leave began, and thereafter will continue to be subject to the foregoing conditions.

Tuition for courses and in-service required for coaching certificate will be paid for by the District (does not apply to courses paid as graduate hours).

\*If Boys' Volleyball is returned to Spring Sport status, with responsibilities substantially similar to those of the 1978-79 season, the applicable percentage will revert to two (2%) percent of Base Salary.

The following assignments and extra remuneration will be effective on the dates indicated:

Adult ED, Educational	\$19 per hour
Lifeguard, Fitness Room	
Supervisor	\$12 per hour
Tutorial	\$22 per hour
Chaperone/Timekeeper	\$12 per hour
Summer School Enrichment	\$38 per hour

Summer School Mandated Per IEP: The position will be posted each year said instruction is required. If no bargaining unit member applies for the position, the administration may appoint an individual from outside the bargaining unit. If a person outside the unit is thus appointed, it will be for one summer only, and the position will be re-posted for the following year. Individual(s) holding the position will receive salary of gross amount of weekly salary for each week taught during summer or any part thereof and the weekly salary will be based on teachers' current ten (10) month contract.

Weekly stipends for summer curriculum workshops will be provided in an amount equal to the weekly stipend paid by the sponsoring agency. However, if the sponsoring agency provides no stipend, the District will pay, at a weekly rate of two hundred fifty (\$250) dollars; if the weekly stipend paid by the

sponsoring agency is less than two hundred fifty (\$250) dollars, the District will make up the difference between the weekly stipend and two hundred fifty (\$250) dollars.

The following activities shall be compensated by applying the percentage listed below to Step 6 of the BA salary column of the salary schedule in effect for the school year in which the activity is undertaken by the teacher.

Senior Advisor	5%
Junior Advisor	3%
Sophomore Advisor	2%
Freshmen Advisor	2%
Grade 7 & 8 Advisor	3%

All other appointments, including but not limited to, class advisors, adult education instructors, Band Director, Driver Education instructor(s), and special projects shall be for one year.

The posting of positions will include at least the following:

Title of the Position  
Description of Duties  
Amount of Compensation  
Qualifications Expected  
Duration of Appointment

#### **CURRICULUM COORDINATORS**

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
English / Foreign Language	\$1,150	\$1,150	\$1,150
Math	\$1,150	\$1,150	\$1,150
Social Studies	\$1,150	\$1,150	\$1,150
Science	\$1,150	\$1,150	\$1,150
Special Education K-12	\$1,150	\$1,150	\$1,150
CTE/Home and Careers	\$1,150	\$1,150	\$1,150
Physical Education, Music, Art & Health	\$1,150	\$1,150	\$1,150
Community Service Coordinator	\$650	\$650	\$650

#### **Roles and Responsibilities of Curriculum Coordinators**

1. Conduct meetings on a regular basis (minimum of eight per year) and submit a written report from each meeting to the junior/senior high school principal.
2. Be familiar with curriculum and laws/regulations in your content area(s).
3. Monitor the development of new courses, curricular initiatives and web pages.
4. Be actively involved in professional development, encourage colleagues to attend workshops, seminars, etc.

5. Work collaboratively with all curriculum coordinators and administrators.
6. Work with the junior/senior high school principal to develop and manage your curricular-area budget, monitor requisitions and develop a textbook replacement schedule.
7. Work closely with school counselors, junior/senior high school principal and colleagues to develop course offerings.
8. Work collaboratively with K-12 teachers to meet District goals.
9. Work closely with the mentor program.
10. Work collaboratively with the junior/senior high school principal and director of student personnel to establish and monitor testing schedules, distribute/collect exams and oversee use of proper scoring practices/procedures for all Regents examinations.

412.42 Duty Beyond School Calendar. Certain of the above assignments require being on duty longer than the regular school calendar year, they are, as follows:

- (A) Director of Athletics - two (2) weeks prior to the first week of school.
- (B) Coaches, Girls' and Boys' Varsity Basketball; Varsity Wrestling - one week during the Christmas vacation.
- (C) Coach, Boys' and Girls' Junior Varsity Basketball - one week during the Christmas vacation.
- (D) Coach, Varsity Football - two (2) weeks prior to the first week of school.
- (E) Coach Assistant, Football - two (2) weeks prior to the first week of school.
- (F) Summer Driver Education - The position of driver education instructor for Summer Program will be posted by March 1st of each year said program is to be in operation. If no bargaining unit member applies for the position, the administration may appoint an individual from outside the bargaining unit. If a person outside the unit is thus appointed, it will be for one summer only and the position will be re-posted for the following year. The driver education instructor for Summer Program will receive salary of gross amount of weekly salary for each week taught during summer or any part thereof, and the weekly salary will be based on the teacher's current ten (10) month contract, provided they work the same hours as the teacher work day as set forth in Section 405.1. If they do not work the same hours as the teacher work day as set forth in Section 405.1, the employee will be paid her/his hourly rate calculated by  $1/186^{\text{th}}$  of her/his then current salary, divided by 7.5 hours.



- (G) Summer Professional Development Instructor - the employee will be paid her/his hourly rate calculated by  $1/186^{\text{th}}$  of her/his then current salary, divided by 7.5 hours.
- (H) High School Counselors – can work up to ten (10) days beyond the end of the academic year. If the administration deems necessary, the counselors may be requested to work an additional ten (10) days. The employees will be paid their hourly rate calculated by  $1/186^{\text{th}}$  of their then current salary, divided by 7.5 hours.

412.43 Advisor Interest. Extra-curricular activities demand the interest of the advisor in that specific activity along with his/her ability to show leadership to the participants in the activity and to the student body in developing interest among others.

412.44 Graduate Credit Hours. Effective July 1, 2011, teachers will receive one hundred and fifty-five (\$155) dollars for each three (3) hours of graduate credit as provided in this section of the agreement. Effective July 1, 2012, teachers will receive one hundred sixty dollars (\$160) for each three (3) hours of graduate credit as provided in this section of the agreement. Effective July 1, 2013, teachers will receive one hundred sixty-five dollars (\$165) for each three (3) hours of graduate credit as provided in this section of the agreement

412.441 Undergraduate Hours. No undergraduate hours will be paid for unless approved in advance by the Board of Education.

412.442 Bachelor's Degree. Teachers who have not achieved a Master's degree or Bachelor's plus thirty (B+30) hour rating, will be paid for graduate hours in their area of teaching or required for a Master's degree, to a maximum cumulative total of twenty-seven (27) hours. Upon receipt of a Master's degree or thirty (30) hours above the Bachelor's level the teacher shall move to the appropriate salary column.

412.443 Master's Degree. Graduate hours and Masters payments will not be made to anyone employed subsequent to September 1, 2014; but anyone employed on or before September 1, 2014 will continue to receive such payments.

412.444 Payment Procedures. In order for an employee to receive payment for the items defined in 412.44, 412.45, 412.46, and 412.47, they must submit a course and degree update form to the Superintendent's office. If the employee is to be paid for the entire school year, the form must be submitted by September 30<sup>th</sup> of that school year. Any forms submitted from October 1<sup>st</sup> through January 30<sup>th</sup> will be paid at the prorated rate of 50 percent for that school year and full rate in following years. The Association will cooperate in conducting a survey of the teachers each spring to determine their tentative plans for additional graduate hours the following year.

- 412.45 Master's Degree Compensation. Effective July 1, 1990, a Master's Degree shall be compensated at eight hundred fifty (\$850) dollars (exclusive of the credits included in the Degree).
- 412.46 Doctorate Degree Compensation. A Doctorate Degree shall be compensated at one hundred (\$100) dollars above the payment for the Master's Degree. Such payment is exclusive of the credits included in the Doctoral Degree; but, no credits beyond the Doctoral Degree will be eligible for compensation.
- 412.47 School Building Leader (SBL) / School Administrator / Supervisor (SAS), School District Administrator (SDA) / CAS and/or National Board Certification (NBC). A SBL, SAS, SDA, CAS and/or NBC certification shall be compensated seven hundred dollars (\$700), to be paid for each certification per member. Such payment is exclusive of the credits included in the Degrees; but, no credit beyond those degrees will be eligible for compensation. Any such payment(s) will be in addition to any payment(s) the member receives for Master's or Doctorate Degree(s).
- 412.48 Professional Development/In-service. Effective July 1, 2015, during each school year (i.e., July 1-June 30), \$25.00 per hour will be paid to a teacher who completes a minimum of 15 hours to a maximum of 30 hours of coursework approved by a principal, the In-service Committee and the Superintendent. Such credit-bearing coursework must be related to the teacher's curriculum, modules and the common core. All such earned credit must be undertaken after school hours during the July 1-June 30 time period. Payment for such earned credit will fall on a day in September (for credits earned from July 1 until September 30) and a day in June (for credits earned from October 1 until June 30). Payment shall be made in a check separate from the normal paycheck.
- 412.5 Credit, Prior Experience. Credit for prior teaching experience shall be determined by the Superintendent.
- 412.51 Salary Placement. Newly hired teachers may be placed on the applicable salary schedule at the sole discretion of the District. This paragraph shall not operate to reduce the salary of any teacher hired before September 1977.
- 412.6 Armed Forces Experience. Credit for prior service in the armed forces will be granted as determined by the Superintendent. Nothing in this paragraph will affect such credit already granted to any teacher hired prior to January 1, 1977.
- 412.7 Grade Reports, Submission. Teachers will submit grade reports (5-week progress and quarterly) to the Principal pursuant to the District calendar.
- 412.8 Non-resident Teachers, Enrollment of Children. Bargaining Unit members employed by the District not residing in the Pine Valley District may enroll their children in the District's regular day program at no tuition cost.

With regard to the Universal Pre-K program, participation in this program by the child of a non-resident member of the Pine Valley Teachers' Association (PVTA) will be limited only if the available spaces are filled by district taxpayer children.

In the event that there are open seats available to the children of PVTAs non-resident members, and more non-resident members apply to participate than seats are available, a lottery will be used to select participants.

Participation in this program by non-resident members of the PVTA will be at no cost to the member.

#### **413.0 TRANSFER AND PROMOTIONS**

##### **413.1 Voluntary Transfers**

413.11 To Open Position. Any member of the Instructional Unit of the Pine Valley Central System may request a transfer to another position on the staff when a vacancy occurs.

413.12 Posting Vacancies. The Superintendent shall cause to be posted on the office bulletin boards of the buildings within the school system a notice of any vacancy resulting from a resignation which complies with the legal time requirements of the resignation procedures or of any vacancy created by District action resulting in a new position in the bargaining unit. The Superintendent shall also forward a copy of the posting notice to the President of the Pine Valley Teachers' Association at the time it is posted on the office bulletin boards. All posting notices shall have a uniform format. Such notice shall be posted for five (5) school days within three (3) school days of the Board's action to fill the position.

413.121 Applications. Instructional Unit employees who desire to become active candidates for a posted position shall file a written statement with the Superintendent within five (5) days of the posting of such vacancy.

413.122 Notice of Summer Postings. Instructional Unit employees who wish to be notified of positions posted during the period from the last scheduled day of the teaching year to the opening day of the next teaching year will leave sufficient self-addressed stamped envelopes with the administration prior to the start of that period. The President or other designated representative of the Association shall be notified of all such positions posted during this period.

413.13 To Future Openings. Instructional employees who desire, at any time, to transfer, shall file a written statement of such desire with the Superintendent to be kept on file for future vacancies.

413.131 Applications. The written request must contain the name or names of the position(s) to which transfer is desired and a statement that the teacher has in his possession, or will have by a specified date before the succeeding school year begins, proper certification for the position(s) for which transfer is requested.

- 413.14 Active Candidate. When a vacancy occurs, each instructional employee who has submitted a written request for transfer to the position being vacated will be considered as an active candidate for the position.
- 413.15 Updating Requests. Requests for transfer must be updated each year to be eligible for consideration. All requests shall be null and void on November 1, of the school year for which transfer was requested, unless updated.
- 413.16 Board's Policy. It shall be the policy of the Board of Education to employ the best qualified candidate who is available at the time a vacancy exists on the instructional staff

#### 413.2 Involuntary Transfers

- 413.21 Procedure. Involuntary transfers will be made only after a meeting between the staff member and the Superintendent has been conducted, at which time the employee will be notified of the reasons for the proposed transfer.
  - 413.211 Grievance. In the event that an employee objects to the transfer at this meeting, the employee may follow the grievance procedures outlined elsewhere in this Agreement.
  - 413.212 Tenure Status. No person who is involuntarily transferred shall, by reason thereof, lose his tenure status.

### 414.0 EMPLOYEE PROTECTION

- 414.1 P.V.T.A. Membership. No reprisals will be taken against any employee classified in the instructional negotiating unit by reason of his membership in the Pine Valley Teachers' Association or because of reasonable actions or reasonable statement occurring within the business sessions of the Association.
- 414.2 Negotiating Team. No reprisals will be taken against any employee classified in the instructional negotiating unit who sits as a member of the Teachers' Association negotiating team regarding the individual's participation on the team, the individual's position as a representative for the Teachers' Association, or the individual's reasonable actions or reasonable statements occurring within the negotiating sessions.
- 414.3 Public Address Announcement. The District will make a reasonable effort to avoid interrupting high school classes with public address announcements which could be made at the beginning or the end of a class period.
- 414.4 Disciplinary Hearings. An employee shall at all times be given the opportunity of having a representative of the Association present at formal hearings where he may be disciplined by the Board of Education for alleged infractions of rules and regulations or delinquency in professional performance.
  - 414.41 Recording of Conversations and discussions during conferences will not be recorded with mechanical devices without full knowledge of both parties.

- 414.5 Freedom of Expression. Any employee shall have the freedom to express his opinion on school policy, insofar as such statements constitute the truth concerning all facts, circumstances, and situations, to his peers, the administration or the Board without fear of reprisal.

#### **415.0 TEACHER LOAD**

- 415.1 Lunch Period. Each instructional employee shall have a minimum of thirty (30) minutes for a non-supervisory lunch period. On work days when pupils are not in attendance, the District will schedule a duty-free lunch period of at least one hour for personnel in the instructional unit.
- 415.2 Equitable Assignments. Every effort will be made by the administration to provide equity in assignments where Jr-Sr. High School teachers shall be required to teach more than five (5) periods per day.
- 415.3 Planning Time. The District will make every reasonable effort to assign planning time on an equitable basis to elementary teachers, taking into account the special situations of Kindergarten and special teachers (art, music and gym). As used in the Paragraph 415.3, "equitable basis" shall mean, with reference to grades 1 through 6 (excluding kindergarten) a minimum of one hundred seventy (170) minutes per week of five (5) school days. This provision shall not apply in cases where the special teacher (for example, art, music and gym) is absent and a substitute teacher is not available, provided effort is made to procure one. It is recognized that in order to implement this paragraph, as amended, the District may reduce the number of minutes of planning time presently in effect for one or more elementary teachers.
- 415.4 Training/Scoring of Assessment Tests. If, for the purpose of training and/or scoring of the state assessments, a bargaining unit member is required to work beyond his/her negotiated work day or work year or is required to travel by his/her own means to a designated training/scoring site, the following compensation shall be provided.
- When a member is required to travel to a work site different than his/her normal work site and, when that distance exceeds the employee's normal daily commuting distance, he/she shall be paid mileage commensurate with the rate paid to all District employees for the additional miles traveled at the rate established by the Board for the use of a personal vehicle.
- In the event that school is canceled because of inclement weather or other emergency, teachers who had been scheduled to participate in scoring shall use their discretion in determining whether or not they can safely commute to the scoring site.
- 415.5 High School Teaching Assignments. If the High School follows an 8 period schedule, the following will apply: (a) teachers will teach a maximum of 6 classes, (b) teachers assigned less than 6 classes may be assigned a study hall, and (c) teachers will have no less than two duty free periods each day. If the High School follows a 9 period schedule, the following will apply: (a) teachers will teach a maximum of 6 classes, (b) teachers assigned 6 classes may be assigned a study hall, or other duty such as lunch duty, and (c) teachers will have no less than two duty free periods each day.

#### **416.0 EMPLOYEE-ADMINISTRATION COMMITTEE**

- 416.1 Joint Committee. A joint committee shall be established to study and make recommendations to the Board of Education on matters of joint concern dealing with educational and bargaining unit employment problems (exclusive of grievances) which are of interest to either party. This committee is not intended as a substitute for collective bargaining or the grievance procedure. This committee shall be composed of an equal number of faculty members appointed by the Association and representatives appointed by the Board of Education, respectively. Members appointed by the Board of Education shall be either members of the Board of Education or the Administration (or both).

#### **417.0 MISCELLANEOUS PROVISIONS**

- 417.1 Conflicting Policies, Directives. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Association.
- 417.2 Individual Agreements. Any individual arrangement, agreement or contract between the Board and an individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed during the period of this Agreement shall be expressly made subject to and consistent with the terms of this Agreement. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 417.3 Copies of Agreement. Copies of this Agreement shall be printed at the expense of the Board and given to all employees now employed or hereafter employed by the Board within a reasonable period of time after its execution or employment if that occurs later.
- 417.4 Contrary to Law. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 417.5 Student Teachers. Student teachers will be assigned only with the consent of the classroom teacher involved and the building principal.
- 417.6 Electronic Camera Security System. The data generated by any electronic camera security system used in the Pine Valley Central School District buildings will not be utilized in any disciplinary action against a unit member unless such action concerns security of persons or property. No surveillance cameras shall be positioned to view any member's work station except for reasons of security of persons or property.

## 418.0 GRIEVANCE PROCEDURE

### 418.1 General Matters

- 418.11 Purpose. The purpose of this procedure is to secure at the lowest practicable level solutions to grievances which may from time to time arise. The handling of grievances at each level below Step 4 shall be kept as informal as practicable.
- 418.12 "Grievance Defined." A "grievance" is a claim that a specific provision or provisions of this Agreement has been violated or misinterpreted.
- 418.13 Time Limits. Time limits set forth in the procedure shall be strictly adhered to by all parties and persons. Any grievance not initiated or taken to the next step within these time limits will be considered settled on the basis of the last answer by the District. Time limits may be extended by mutual agreement of the District and the grievant, or his representative, if any, which agreement shall be in writing and signed by the grievant, or his representative, if any, and the District. Consent to an extension shall not be unreasonably withheld.
- 418.14 Participating. Participation by any person or party in the handling of a grievance shall be free from interference, coercion, restraint, discrimination or reprisal.
- 418.15 Representation. A grievant may represent himself at any level of the grievance procedure or he may be represented by an Association representative provided that representation by legal counsel or Association representative not employed by the District shall be limited to Steps 2, 3 and 4. Nothing contained in this paragraph shall be construed as limiting the right of a grievant to have his grievance adjusted informally without the intervention of the Association, or any representative. However, if an individual settles or withdraws a grievance, this shall not constitute a binding precedent on the Association or the District. When a grievant represents himself at Step 3, an Association representative shall have the right to be present as an observer at such level.

### 418.2 Procedure

- 418.21 Step 1-A. Oral Level - The grievant shall orally present his grievance to his principal in an attempt to informally resolve it provided he does so within twenty-five (25) school days of the date of the occurrence out of which the grievance arose. He shall state to the principal that the discussion constitutes a grievance. If a grievance involves a substantial number of employees, it may be submitted directly to Step 2 within the same time limit. The principal shall orally answer the grievance not later than the fourth (4th) school day after the day the grievance was orally presented to him.

Step 1-B. Written Level - If the grievance is not resolved informally at Step 1-A, the grievant may present a written grievance to his principal on the form set forth in Appendix A, provided he does so within three (3) school days of the date of the answer at Step 1-A. The principal shall present the grievant with a

written answer to the grievance not later than the fourth (4th) school day after the day the written grievance was presented to him.

418.22 Step 2. Written Level - If the grievant is not satisfied with the answer at Step 1-B, he may present a written appeal to the Superintendent, providing he does so within five (5) school days of the day the principal's answer was presented to him. The Superintendent will meet with the grievant and his representative, if any, not later than the fifth (5th) school day after the day on which the written grievance was presented to him. Not later than the seventh (7th) school day after the day on which the meeting takes place, the Superintendent shall present the grievant and his representative, if any, his written decision on the grievance.

418.23 Step 3. Board of Education Level - If the grievant is not satisfied with the answer at Step 2, the grievant, individually or through his representative, if any, may file an appeal in writing with the Clerk of the Board of Education, providing he does so not later than the fifth (5th) school day after the day on which the decision was presented at Step 2. A copy of the written grievance and decision at Step 2 must be attached to the appeal at this step. The Board, or one or more members of the Board designated by the Board President, shall meet with the grievant, his representative, if any, and the Superintendent or his delegate to discuss the grievance not later than the fifteenth (15th) school day after the Board President receives the request. If the grievant is unable to attend the meeting, it will be postponed until such time as the grievant is available or, in cases of extreme difficulty, the Board President may waive this requirement. Not later than the tenth (10th) school day after the day on which that meeting is held, the Board shall present to the grievant, his representative, if any, and the Superintendent, its decision on the grievance.

418.24 Step 4. Arbitration - If the Association is not satisfied with the decision at Step 3, it may submit the grievance to arbitration not later than the tenth (10th) school day after the decision is presented at Step 3.

To submit such a grievance to arbitration, the Association shall send a letter to the American Arbitration Association (AAA) and a copy to the Superintendent. The letter shall specifically identify the grievance to be submitted and shall request the AAA to send to the Association and to the Superintendent a list of fifteen (15) names of arbitrators.

Within ten (10) school days of the day on which it receives its copy of the list, each party will return its copy to the AAA, with all names which are unacceptable to it crossed off and the remaining names numbered in order of the party's preference. If the AAA determines that no mutually acceptable arbitrator has been elected by the parties, the AAA shall send to each party a second list of fifteen (15) names and the foregoing procedure will be followed with respect to that list.

If the AAA determines that no mutually-acceptable arbitrator has been selected by the parties from the second list, the AAA will name the arbitrator.



No more than one grievance (including multiple issues raised therein) may be appealed to a single arbitration proceeding, unless the parties expressly agree in writing to the appeal of more than one grievance.

The arbitrator's decision shall be final and binding upon all parties and employees.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

One half (1/2) the fees and expenses of the arbitrator shall be paid by the District and one half (1/2) by the Association. All other expenses incident to the arbitration, including compensation of witnesses, shall be paid by the party that incurred them.

#### **419.0 PROCEDURES**

- 419.1 Notice to Amend. Either party wishing to amend the present Agreement shall notify the other, in writing, prior to February 15th of the final school year of this Agreement.
- 419.2 Commencement of Negotiations. Negotiations for a successor agreement to this Agreement shall commence, with the first meeting to be held on a mutually-agreeable date on or before April 1st of the final school year of this Agreement.
- 419.3 Exchanging Proposals. At this first meeting there shall be a simultaneous exchange of proposals in the form of specific proposed additions to, or deletions from, this Agreement.
- 419.4 Public Information. The Board agrees to make available to the Association, on reasonable request to the Business Manager, any public information concerning the financial resources of the District. Copies will be at the expense of the Association.

#### **420.0 NO STRIKES OR LOCKOUTS**

- 420.1 During Agreement. During the term of this Agreement, including any extension under paragraph 423.0:
  - 420.11 Strike. The Association, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown or work stoppage against the Pine Valley Central School District.
  - 420.12 Lockout. The District, its officers or agents, must not call, sponsor, advocate, engage in, or assist in any lockout of the employees.

#### **421.0 PERSONNEL FILE**

- 421.1 **Content, Location.** There shall be a single official personnel file for each employee which will contain all evaluation reports relating to that employee and any other employment records relating to the employee's performance. The District will designate the location of this file. The Superintendent shall be the custodian of the file.
- 421.2 **Filing Procedure.** Except for confidential pre-employment references and recommendations, the District will show all written material, evaluations, observations, monitoring or anonymous material pertaining to an employee to that employee prior to its being placed in the employee's personnel file. Adverse information or material which is received by the District concerning an employee will either be discarded or shown to the employee within ten (10) school days of its receipt. At the time an employee reviews material, he will be asked to sign it; but the employee's signature in no way is to be construed as agreement with the content of the material. No comments will be added to the written material by the District after the employee has signed it.
- 421.3 **Hearsay Notations.** No notation of hearsay evidence will be placed in an employee's personnel file.
- 421.4 **Review of File.** An employee may review the contents of his personnel file at any time when the administrative offices are normally open on advance notice of at least one day to the Superintendent. Except for confidential pre-employment references and recommendations, an employee, upon request to the Superintendent, will be given one copy of any material in his file. The review of a personnel file shall take place in the presence of the Superintendent and/or his designee. An employee may, at his option, have a representative of the Association with him during the review.
- 421.5 **Written Answer by Teacher.** An employee may submit a written answer or explanation to any material in his file and said answer will be attached to the file copy of the material to which it relates.
- 421.6 **Anonymous Material.** No written material of an anonymous nature will be placed in the employee's personnel file.
- 421.7 **Personnel Files.** Any information entered in an employee's personnel file after September 8, 1986, which the employee can prove is inaccurate, shall be removed.

#### **422.0 EARLY RETIREMENT INCENTIVE**

- 422.1 **Incentive.** In the first year of eligibility for full retirement benefits under the New York State Teachers Retirement System, a teacher may choose to take the Early Retirement Incentive which will consist of:

Two (2) months of family coverage, three (3) months of two (2) person coverage, or four (4) months of individual coverage for each year of teaching service in the Pine Valley Central School District. The District contribution will be based on Section 411.1 of the contract and premium rates in effect at the date of retirement. Retirees will not be

eligible for vision care. An employee may choose to continue existing dental coverage or drop dental coverage at the time of retirement.

To qualify for this incentive the employee must submit a letter of resignation on or before April 1 preceding the school year in which the retirement will occur.

For retirements after July 1, 2011, a stipend of nine thousand dollars (\$9,000) will be given to each retiree; for retirements after July 1, 2012, a stipend of nine thousand five hundred dollars (\$9,500) will be given to each retiree and for retirements after July 1, 2013, a stipend of ten thousand dollars (\$10,000) will be given to each retiree.

Payment of the stipend will become part of the final year's salary.

- 422.2 **Grievance Procedure.** An employee retiring under these provisions of the contract will have access to the grievance procedure to resolve any and all disputes concerning this section.

#### **423.0 TERM OF AGREEMENT**

- 423.1 **Dates.** This Agreement shall remain in full force and effect from July 1, 2014, until midnight June 30, 2017, and thereafter until a successor Agreement is executed with the understanding that if a successor agreement has not been executed by July 1, 2017, no grievance which arises on or after July 1, 2017, shall be arbitrable if it:

423.11 **Change in Law.** Arises from action taken or not taken by the District because of a change in state or federal law or regulation which renders the grieved contract provision inconsistent with that law or regulation, or,

423.12 **Unusual Conditions.** Arises from actions taken or not taken by the District because of unusual conditions beyond its control, such as, but not limited to, substantial changes in student enrollment, natural disaster, bankruptcy or default of a government or governmental agency or economic depression.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

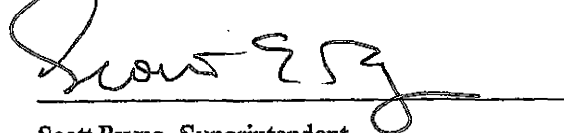
**SUBSCRIPTION**

PINE VALLEY TEACHERS' ASSOCIATION

A handwritten signature in cursive script, appearing to read "Shawn D. Howard", written over a horizontal line.

Shawn Howard, President

PINE VALLEY CENTRAL SCHOOL  
DISTRICT

A handwritten signature in cursive script, appearing to read "Scott Payne", written over a horizontal line.

Scott Payne, Superintendent

Dated this 27 day of April, 2016.

## APPENDIX A

### PINE VALLEY TEACHERS' ASSOCIATION

#### GRIEVANCE FORM

Grievant or Grievant's Name(s) \_\_\_\_\_

Immediate Supervisor's Name: \_\_\_\_\_ Building: \_\_\_\_\_

Date on which the alleged violation(s) occurred: \_\_\_\_\_

Specific provision(s) and page number(s) of the Agreement alleged to have been violated: \_\_\_\_\_

Statement of grievance: \_\_\_\_\_

Remedy desired: \_\_\_\_\_

<b>STEP 1-A Oral Level--Principal</b> Date of Presentation: _____ Date of Response: _____ Building Representative: _____	<b>STEP 1-B Written Level--Principal</b> Date of Presentation: _____ Date of Response (copy attached): _____ Building Representative: _____
<b>STEP 2 Written Level--Superintendent</b> Date of Presentation: _____ Date of Response (Copy Attached): _____ Building Representative: _____	
<b>STEP 3 Board of Education Level</b> Date of Filing: _____ Date of Meeting: _____ Date of Response (Copy Attached): _____ Building Representative: _____	
<b>STEP 4 Arbitration</b> Date of Filing: _____ Date of Response: _____ Building Representative: _____	

Copies to Grievant, Grievance Chairperson, Chief School Officer, President PVTA

## APPENDIX A

(reverse side)

**NOTE: THIS SIDE FOR DISTRICT USE ONLY:**

1) Date of Conference, if any, with principal: \_\_\_\_\_

2) Principal's answer: \_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

3) Date this Grievance form delivered to Superintendent's office:

\_\_\_\_\_

4) Superintendent's Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**APPENDIX B**  
**SALARY SCHEDULE**  
**2014-2015**

<u>Step</u>	<u>BA Salary</u>
1	\$37,400
2	\$37,900
3	\$38,505
4	\$39,275
5	\$40,061
6	\$40,432
7	\$41,175
8	\$41,971
9	\$42,608
10	\$43,580
11	\$44,440
12	\$45,300
13	\$46,163
14	\$47,038
15	\$48,100
16	\$49,900
17	\$51,880
18	\$52,800
19	\$55,680
20	\$60,400
21	\$76,938

**Graduate Hours paid at \$155 per three (3) hour block. Master's Degree paid at the rate of \$850.  
C.A.S. paid at the rate of \$700 above Masters.**

**APPENDIX C**  
**SALARY SCHEDULE**  
**2015-16**

<u>Step</u>	<u>BA Salary</u>
1	\$37,400
2	\$39,400
3	\$40,250
4	\$41,100
5	\$41,500
6	\$42,200
7	\$43,000
8	\$43,800
9	\$44,700
10	\$45,800
11	\$46,500
12	\$47,550
13	\$48,150
14	\$50,000
15	\$51,900
16	\$53,500
17	\$55,800
18	\$57,700
19	\$61,800
20	\$70,000
21	\$76,938*

**Graduate Hours paid at \$160 per three (3) hour blocks. Master's Degree paid at the rate of \$850.  
C.A.S. paid at the rate of \$700 above Masters.**

\* Unit members on Step 21 (and higher) each will receive an off-schedule, one time stipend of \$500 for the 2015-16 school year only.



**APPENDIX D**  
**SALARY SCHEDULE**  
**2016-17**

<u>Step</u>	<u>BA Salary</u>
1	\$37,400
2	\$39,400
3	\$40,250
4	\$41,100
5	\$41,500
6	\$42,200
7	\$43,000
8	\$43,800
9	\$44,700
10	\$45,800
11	\$46,500
12	\$47,550
13	\$48,150
14	\$50,000
15	\$51,900
16	\$53,500
17	\$55,800
18	\$57,700
19	\$61,800
20	\$70,000
21	\$76,938*

**Graduate Hours paid at \$165 per three (3) hour blocks. Master's Degree paid at the rate of \$850.  
C.A.S. paid at the rate of \$700 above Masters.**

- \* Unit members on Step 21 (and higher) each will receive an off-schedule, one time stipend of \$1,000 for the 2016-17 school year only.